



Licensing

Standard Operating Procedure

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1. Purpose of this document

The purpose of this document is to describe how applications, evaluations, and licensing decisions under the Fairtrade Standards and Fairtrade Mark Use Guidelines are handled for Fairtrade licensees.

2. Applicability

This Standard Operating Procedure applies to all Fairtrade Lëtzebuerg staff engaged in Licensing.

Fairtrade Lëtzebuerg's policies and procedures are non-discriminatory. Procedures are not used to impede or inhibit access to applicants without due justification.

2.1. Terminology

Fairtrade Lëtzebuerg uses Fairtrade International's terminology for licensing activities in all public communications.

Fairtrade Lëtzebuerg uses the Connect and Fairtrade Glossary for relevant internal documents.

3. General Roles and Responsibilities

Fairtrade Lëtzebuerg is responsible for licensees located in Luxembourg.

The Business Development or Licensing Manager sends out the application package and collects the information from the applicant.

Once an applicant is accepted as described below a license contract is sent to the applicant by the Licensing personnel.

The Licensing Manager decides application approvals.

If an applicant requests a reconsideration of an application denial, the reconsideration is handled by the Executive Director.

The Licensing Manager decides product application approvals.

The Licensing Manager supervises the Licensing personnel and develops policies, requirements and evaluations for the department which are approved by the Executive Director.

In this document Licensing staff refers to the Licensing Manager and the Licensing personnel.

Staff from the Commercial Relations and Business Development departments may be trained to act as a replacement for the Licensing personnel for holidays and other absences.

The managers of Commercial Relations, Business Development may be trained to act as a replacement for the Licensing Manager for holidays and other absences.

3.1. Licensing Data

The Fairtrade Product Registration System is Fairtrade CONNECT.

Fairtrade CONNECT is used to record all core Licensing data regarding Licensee organisations, their finished products and the ingredients used.

Approval decisions are communicated to the Licensee in text form through automatic notification from Fairtrade CONNECT. Where this is not possible Licensees are informed by email.

When the licensing information cannot be entered into Fairtrade CONNECT or product approval is not possible due to the technical limitation of Fairtrade CONNECT, Fairtrade Lëtzebuerg informs Fairtrade International and ICC Support and stores the information securely at its own premises.

FLOCERT certification data is stored in ECERT.

4. Licensee Applications – General

Fairtrade Lëtzebuerg does not discriminate between organisations and all parties are welcome to apply. No application for licensing shall be denied except as provided for in the Fairtrade Standards, Fairtrade Lëtzebuerg Application Policy or other such relevant and public documents.

The application process is summarised in a flowchart in APPENDIX 1.

4.1. Request for Initial Application

The Business Development Manager determines whether the proposed products are covered by Fairtrade Standards generally. The Business Development Manager also determines whether the organisation needs to be certified and whether they should be licensed. It may be appropriate that another actor in the supply chain should be the licensee.

The following companies must be certified and are therefore subject to physical audits:

- Companies that buy and sell a Fairtrade product until the product is in its final packaging.
- Companies that buy directly from producers and/or are responsible for paying or conveying the Fairtrade Price or Premium.

The following companies must be verified and are therefore exempted from physical audits, unless deemed necessary, and are monitored through effective reporting tools:

- Companies that have signed a license agreement to use one of the FAIRTRADE Marks or make a reference to Fairtrade and do not fall under any of the two categories above. These are monitored by the respective licensing body. For these companies, the applicable requirements are defined in their license agreement.
- Companies working under the Fairtrade Sourced Ingredient (FSI) model for Cotton after the Fairtrade payer, or after the ginning stage (if this comes earlier). These are monitored through the FLOCERT traceability tool, Fairtrace.

If the operator requires certification they are informed that they need to apply for certification with FLOCERT and that they cannot be licensed until certification is obtained. See also the Fairtrade Lëtzebuerg Application Policy.

If appropriate the Business Development Manager will provide the operator with an application package. The application package shall include an application form and the materials necessary for the applicant to know the requirements of Fairtrade Licensing.

The applicant shall submit to Fairtrade Lëtzebuerg an application form signed by a duly authorised representative of the applicant.

4.1.1. Application Received

The Licensing Manager reviews the application for the following:

- payment of application fee (if applicable),
- product category scope is covered by Fairtrade Standards,
- proposed finished products as well as communication material and Fairtrade claims meet Fairtrade Standards and Mark Use Guidelines; and
- if certification is required a Permission to Trade or full certificate has been issued by FLOCERT that covers the products categories applied for.

Fairtrade Lëtzebuerg may deny an application if the applicant's behaviour or activity is not in line with the [Fairtrade International Organisation Code](#). The decision is based on objective criteria, they apply equally to all applicants and are supported by evidence.

The criteria include where the applicant:

- has misused a certification mark or a trademark,
- has made demonstrably false or misleading statements regarding social or environmental certification or labelling,
- has or intends to incite hatred based on ethnic origin, sexual orientation, gender, religion or other such social group, or:
- has admitted or has been convicted of corrupt, fraudulent or other similar behaviour.

If all of the above are confirmed and the applicant is in line with the Fairtrade Organisational Code, then the Licensing personnel sends a license contract to the applicant.

4.2. Application Denial

If the application is denied, the Licensing personnel informs the applicant in writing why the application was denied and informs them of the reconsideration procedure and the complaints policy. Fairtrade Lëtzebuerg also informs all other other Fairtrade Licensing Bodies.

4.3. Reconsideration

There are no appeals of licensing application decisions, however applicants can ask for a reconsideration within 14 days of the denial. Fairtrade Lëtzebuerg acknowledges all requests within 2 days of receipt.

Reconsideration of licensing decisions are handled by the Executive Director who will review all the relevant evidence, Standards and Policies. The Executive Director, or her delegate, provides the applicant with a written response within 15 working days.

Licensing Body informs the applicant about the reconsideration decision. A written record of all reconsiderations is kept.

If the reconsideration is successful Fairtrade Lëtzebuerg also informs all other other Fairtrade Licensing Bodies.

4.4. Processing License Contract

Once the signed License Contract is received from the applicant, Fairtrade Lëtzebuerg signs the contract and provides a copy to the new Licensee. The Licensing personnel informs FLOCERT of the new Licensee. If the new Licensee is a Pure or Verified Licensee then Fairtrade Lëtzebuerg provides FLOCERT with the Licensees contact details.

The Licensing personnel updates in the Licensing Body's CRM System:

- Company name
- Address and company contact details
- Licensing status (Licensee – Certified, Pure Licensee)
- Start Date
- Personnel Contact data
- Certifier (e.g. FLOCERT)
- FLO ID

Once Connect has automatically created a Licensee account based on information from ECERT the Licensing personnel also updates Connect:

- Licensee Account details
 - Licensee Accounting Code / ID
 - Connect role (e.g. Licensee, Manufacturer, Intermediate Processor etc.)
- User Settings
 - User names and Contact details
 - Connect Login ID and Password
 - Identify Primary Contact
- Licensing Contract details
 - Licensing Type ATCB or FSI
 - Product Areas generally
 - Start Date
- Reporting details
 - License and other Fees
 - Reporting cycle
 - Reporting units

The Licensing personnel provides Connect login details and Connect information to the relevant Licensee staff.

5. License Withdrawal

Fairtrade Lëtzebuerg reserves the right to terminate the License Contract where the Licensee has misused the Fairtrade Mark and has not taken corrective action.

Fairtrade Lëtzebuerg will also terminate the license contract for cause with immediate effect in the following cases:

- In the case licensee becomes decertified (or its permission to trade is withdrawn)
- In the case licensee engages in dishonest trading practices or any activity that reduces or diminishes the reputation, image and prestige of the FAIRTRADE Certification Mark
- In the case licensee engages in advertising, marketing and promotion activity in connection to non-Fairtrade Products which suggests to the consumer that these products meet the Fairtrade Standards

Fairtrade Lëtzebuerg will also terminate the license contract for cause in the following cases:

- In the case of non-payment of license fees.
- In the case of non-reporting of sales data.
- licensee becomes decertified (or its permission trade is withdrawn)
- In the case of any material breach of the Fairtrade Mark Guidelines for the use of the Certification Mark or the Fairtrade Standards that is not corrected.

Upon termination of the license contract, the licensee must cease all use of the Certification Mark on and in relation to all packaging and promotional material, as defined in the license agreement.

If the license contract is terminated for dishonest or misleading practices or material breach of the Fairtrade Standards, then Fairtrade Lëtzebuerg informs FLOCERT and asks them to review the certificate or permission to trade.

If the license contract is not terminated for cause then the operator must decide whether they wish to be a Pure Trader, that is a non-licensee certified operator.

The Licensing Manager decides on License Withdrawals cases in consultation with the Executive Director.

FLOCERT is informed of any delicensed Licensees.

6. Product Applications – General

All product composition must conform with Fairtrade Trader Standards, relevant Product Standards as well as Fairtrade Lëtzebuerg's Policies.

All product packaging must conform with Fairtrade Mark Use Guidelines.

All Licensees enter and update details of their Fairtrade finished products and the Fairtrade ingredients they use in Fairtrade CONNECT.

All new Licensees are given a basic training in Connect and are asked to contact their product Account Manager when they are ready to enter their first product into Connect.

A series of Licensee "How to Manuals" are provided which cover the details of all relevant areas of Connect.

6.1. Ingredients

6.1.1. Ingredient References

In the Connect Sourcing 01 References tab, Licensees enter the following information:

- Ingredient name
- Ingredient category
- Fairtrade status (Fairtrade or not Fairtrade)
- Organic status
- An ingredient reference number / identifier
- Physical Traceability Status
- Whether the product is claimed to be from a specific origin
- Whether the ingredient is Discontinued (if applicable)

For tea, cocoa, and sugar physical traceability can only be set to "Yes" if FLOCERT's ECERT certification database indicates that the operator has opted to be audited for voluntary physical traceability.

Fairtrade Lëtzebuerg also checks that physical traceability for composite ingredients, intermediate products and finished products is only set to “Yes” if all ingredients have physical traceability.

If the ingredient is indicated as not Fairtrade but there is a Fairtrade Standard for the ingredient, then Connect automatically prompts the Licensee to request an exception.

The Licensee either switches to a Fairtrade supplier or requests a food composite product ingredient exception. Where the ingredient is a composite purchased from another party, Fairtrade Lëtzebuerg can grant an exception for the ingredient as a whole, however cannot grant exceptions for specific ingredients within the composite. Exceptions for specific ingredients within a purchased composite are granted by FLOCERT or other Fairtrade Assurance provider.

The exception request is reviewed by the Licensing Manager or the Exceptions Committee (e.g. transitioning ingredient, provenance) as appropriate. If the grounds for an exception as set out in the Trader Standard and Fairtrade International Exceptions policy are met, then the Licensing Manager records the basis for the exception in Connect.

Once the Licensee has entered all relevant information Licensing personnel review and either “Approve” or “Decline” the References section.

6.1.2. Ingredient Supply Chain

In the Connect Sourcing 02 Supply tab, Licensees enter the following information:

- Immediate supplier (mandatory)
- The rest of the supply chain back to the producer

Wherever possible Licensees are asked to link the ingredient to their supplier’s Connect record for the ingredient. Licensing personnel normally assist with this process. In this way it is not necessary to enter the whole supply chain in the ingredient record and all relevant supply chains are automatically updated if each element in the supply chain keeps their Connect Sourcing 02 Supply tab up to date.

Whenever possible Fairtrade Lëtzebuerg verifies the whole supply through ECERT for plausibility, but at least the immediate supplier. In addition, Fairtrade CONNECT automatically checks that the supply chain that has been entered is certified for the relevant product category and Fairtrade function, for example Producer or Price and Premium Payer.

Once the Licensee has entered all relevant information Licensing personnel review and either “Approve” or “Decline” this section.

6.1.3. Ingredient Recipe

If the Licensee's ingredient is linked to their supplier's Connect record for the ingredient, then the Connect Sourcing 01 Recipe tab will be automatically completed with the recipe.

Otherwise Licensees enter the recipe into the Connect Sourcing 02 Recipe tab if it is a composite ingredient.

Once the Licensee has entered all relevant information Licensing personnel review and verify the recipe and either "Approve" or "Decline" this section.

6.2. Finished Products

6.2.1. Product References

In the Connect Product 01 References tab, Licensees enter the following information:

- Product name
- Product category
- Brand
- At least one unique product reference number / identifier / barcode
- Organic status
- Details of product variants (optional)

Once the Licensee has entered all relevant information, Licensing personnel review and verify the product information and either "Approve" or "Decline" this section.

6.2.2. Product Recipes

In the Connect Product 02 Recipe tab Licensees enter the following information:

- Product Manufacturer
- Physical Traceability Status
- Recipe Confidentiality
- Product Composition, i.e. Recipe.

The licensee enters the ingredient and their percentages in the product recipe. Ingredient totals must add up to 100%.

For tea, cocoa, and sugar physical traceability can only be set to Yes if FLOCERT's ECERT certification database indicates that the operator has opted to be audited for voluntary physical traceability.

Connect automatically calculates the percentage Fairtrade content and prompts the Licensee to request a minimum Fairtrade content exception if the product does not meet Fairtrade Trader Standard. The exception request is reviewed by the Licensing Manager. If the grounds for an exception as set out in the Trader Standard and Fairtrade International Exceptions policy are met, then the Licensing Manager records the basis for the exception in Connect.

Once the Licensee has entered all relevant information Licensing personnel review and verify the recipe and either “Approve” or “Decline” this section.

6.2.3. Product Packaging

In the Connect Product 03 Packaging tab, Licensees enter the following information:

- Container Type
- Consumer Pack Size
- Packaging Artwork(s)

When the packaging artwork has been uploaded, the Licensing personnel reviews it using the Connect checklist, and in particular the Licensing personnel reviews all Fairtrade claims against the Fairtrade Mark Use Guidelines.

The Licensing personnel indicates in the CONNECT packaging review checklist any areas that are not compliant and the Licensee either submits corrected artwork or requests an exception in Connect.

The exception request is reviewed by the Licensing Manager and the Fairtrade International Brand Integrity and Strategy Committee. If the grounds for an exception as set out in the Mark Use Guidelines and Fairtrade International Exceptions policy are met and approved by Fairtrade International or the Brand Integrity and Strategy Committee, then the Licensing Manager records the basis for the exception in Connect.

Once the Licensee has entered all relevant information, Licensing personnel review and verify the packaging and either “Approve” or “Decline” this section.

6.2.3.1. Origin Claims

Where a license refers to a country of origin or producer specifically in the Fairtrade claim then Fairtrade Lëtzebuerg collects information from the Licensee, wherever possible, and verifies the origin claim for plausibility in ECERT.

6.2.3.2. Producer Benefits

Where communication about the benefits to the producers or Fairtrade Premium use have been made, Fairtrade Lëtzebuerg asks the licensee to provide the source of the information used, e.g. premium development plan or COD Impact data, and Fairtrade Lëtzebuerg verifies that the information and communication is accurate, up-to-date at the time of printing and substantiated.

In case of Mass Balance, communication about the benefits in a specific country on Packaging is possible providing that no reference to the physical traceability of the ingredient in the product is made.

6.2.3.3. Fresh Produce

The Licensing personnel checks that the approved artwork was provided by the Licensee to the producer or exporter and the letter or email proving this is attached as a document to the packaging artwork upload in Connect.

6.2.3.4. Communication Material

The Licensing personnel asks the Licensees to forward all Fairtrade communication and promotional materials to licensing@fairtrade.lu

The Licensing personnel reviews the materials using the Fairtrade Communications Materials checklist to verify that they meet requirements of the Trader Standard and Fairtrade Mark Use Guidelines.

The Licensing personnel informs the Licensee of any areas that are not compliant and the Licensee either submits corrected communications materials or requests an exception.

The exception request is reviewed by the Licensing Manager and the Fairtrade International Brand Integrity and Strategy Committee. If the exception is approved by Fairtrade International or the Brand Integrity and Strategy Committee, then the Licensing Manager records the basis for the exception in Connect.

Once the Licensee has provided all relevant information, Licensing personnel review the communications materials and either “Approve” or “Decline”.

6.2.4. Product Licensing Details

In the Connect Product 04 Licensing tab, Licensees enter the following information:

- Launch / Start Date
- End of Availability (if applicable)
- License Holder
- License Fee Payer
- License Fee Reporter

The Licensing personnel confirms that Connect has assigned the correct licensing fee.

Once the Licensee has entered all the above information, Licensing personnel review and either “Approve” or “Decline” this section.

6.2.4.1. Country(s) of Sale

The Licensee enters all the Country(s) where they intend to sell the product.

The Licensing personnel “Approves” or “Declines” the sale of the product into Luxembourg. Sales to Luxembourg would only be declined if there was problem with the product in one of the other sections.

The relevant destination Licensing Body “Approves” or “Declines” the sale of the product into the country(s) they cover.

Similarly, Licensees of other Licensing Bodies may enter Luxembourg as a country of sale. The Fairtrade Lëtzebuerg Licensing personnel reviews cross border sales (CBS) into Luxembourg and if appropriate “Approves” the sale. If Fairtrade Lëtzebuerg wishes to “Decline” a cross border sale into Luxembourg they consult with the Home NFO. Otherwise cross border sales are automatically Approved after 5 days.

6.2.5. Product Visibility

In the Connect Product 05 Visibility tab, Licensees may optionally enter the following information:

- Whether they wish the product to be published in any Fairtrade Product Finders
- Pack Shot
- Product confidentiality / findability within Connect

If the Licensee has entered the above information, Licensing personnel review and either “Approve” or “Decline” this section.

6.2.6. Product Distribution

In the Connect Product 05 Distribution tab, Licensees may optionally enter the following information:

- The proportion of Out of Home or Retail sales for the product.
- Distributors of the finished product

If the Licensee has entered the above information Licensing personnel review and either “Approve” or “Decline” this section.

If the product is an intermediate product, for example and composite inclusion in another product, then the Licensee can indicate the Licensees who are a customer of this intermediate product.

7. Fairtrade Sourced Ingredients (FSI)

This section outlines additional processes that are specific to FSI.

The general application and product approval process applies to Fairtrade Sourced Ingredients with the following variations.

7.1. FSI Claims

Volumes of ingredients sourced as Fairtrade by the Licensee or its suppliers (as applicable) are verified by reviewing purchase documentation before the proposed FSI claims are published.

Volumes agreed between Licensee and Licensing Body can be communicated and approved before verification only in accordance with the relevant FAIRTRADE Mark guidelines.

Fairtrade Lëtzebuerg ensures that approval of the proposed communication of claims complies with the requirements of the relevant FAIRTRADE Mark Guidelines or any variation approved by Fairtrade International or the Brand Integrity and Strategy Committee.

8. Sales Reporting and License Fees ATCB and FSI

8.1. Quarterly Sales Reporting

Unless otherwise provided by the licensing body, licensees shall report sales of finished product by SKU and by calendar quarter as well as any other information that is required in order to calculate the license fees.

All reporting is done through the Fairtrade Product Registration System, Connect.

Every calendar quarter the Licensing personnel creates reports for all reporting Licensees and sends out a series of reminders:

- Quarter has ended and reports are available to be completed
- Reminder 14 days before reporting deadline
- Reminder 7 days before reporting deadline
- Reminder that reporting deadline has passed
- Warning of deregistration
- Deregistration

8.2. Reviewing Reports

The Licensing personnel reviews submitted sales reports for correctness and completeness and marks the report as Incomplete if necessary. Once the report is correct and complete it is Approved.

8.3. Invoicing License Fees

The Licensing personnel prepares an invoice request which is sent to Finance.

Finance enters the invoice in the accounts, sends the invoice to the licensee and follows up on payment.

8.3.1. Cross Border Sales and Fees

Once all or substantially all of the reports have been invoiced for a quarter, Finance provides details of sales by Fairtrade Lëtzebuerg licensees to other countries, including volumes and license fee information, to the Licensing Bodies responsible for those countries. The other Licensing Bodies then invoice Fairtrade Lëtzebuerg.

Each quarter Finance receives details of sales by licensees in other countries into Lëtzebuerg, including volumes and license fee information. Fairtrade Lëtzebuerg then invoices the Licensing Bodies where the Licensee is licensed.

9. Exceptions

All exceptions are approved by the Licensing Manager and where appropriate the relevant Fairtrade International body.

All Fairtrade composite product ingredient exceptions are recorded in CONNECT.

All Fairtrade product packaging exceptions are recorded in CONNECT.

All Minimum Fairtrade content exceptions are recorded in CONNECT.

All required exceptions are reported to the Fairtrade International Assurance Manager as part of the normal annual cycle.

10. Delegation of Licensing Responsibilities

Licensees may request delegation of one or more of the following responsibilities to another Fairtrade certified operator (the Delegate), normally their supplier or manufacturer.

- Payment of the License Fees
- Reporting of Quarterly Sales
- Submission of Packaging Artwork
- Submission of Recipe and Supply Chain information

If approved, the Licensee acknowledges that the Licensee is ultimately responsible for these obligations under its License Contact and if the Delegate fails to perform these actions then Fairtrade Lëtzebuerg may require the Licensee to fulfill these obligations.

If Fairtrade Lëtzebuerg approves the requested delegation the two parties must sign a Licensee Delegation Agreement which outlines exactly which tasks are delegated and for which specific products. Fairtrade Lëtzebuerg then updates Connect to reflect these delegations.

11. Fairtrade International

The Licensing personnel shall inform Fairtrade International of all operator licensing status changes by sending them to FLOCERT who will update ECERT. This will be done within 7 days of the licensing decision.

11.1. Licensing Body Status

If Fairtrade International withdraws Fairtrade Lëtzebuerg's licensing body status then Fairtrade Lëtzebuerg will not sign new licensing contracts.

11.2. New or Changed Standards

The Commercial Relations manager monitors changes to Fairtrade Standards and keeps licensees informed of these changes. The Licensing Manager is responsible to ensure that when a new standard has been adopted by Fairtrade Lëtzebuerg it will be implemented as per the timelines outlined in the Standard.

All communication about changes in the standards or guidance or interpretation, or information about upcoming reviews can be found on Fairtrade International's website.

<https://www.fairtrade.net/standard/announcements>

11.3. Standards Interpretation

If necessary, Fairtrade Lëtzebuerg asks Fairtrade International's Standards Unit for advice on how a Standard is interpreted.

11.4. Changes to the Fairtrade Mark

Fairtrade Lëtzebuerg does not make any changes to the Fairtrade Mark or the Fairtrade Claims without consulting and getting the approval of the Brand Integrity and Strategy Committee or Fairtrade International.

11.5. Guidelines Interpretation

If necessary, Fairtrade Lëtzebuerg asks the Fairtrade Brand Integrity and Strategy Committee or Fairtrade International on how a Mark Use Guideline is interpreted.

At least once a year Fairtrade Lëtzebuerg provides the Fairtrade Brand Integrity and Strategy Committee or Fairtrade International with a copy of the Fairtrade Lëtzebuerg Mark Use Internal Manual.

12. Misuse of the Mark

Fairtrade Lëtzebuerg protects the integrity of the Fairtrade Marks by guarding it against misuse and false claim, and reports all information and cases of misuse to Fairtrade International.

After giving fair warning, Fairtrade Lëtzebuerg may take legal action in cases of misuse of the Fairtrade Marks and upon the written consent of Fairtrade International.

12.1. European Union Certification Mark Regulations

Fairtrade Lëtzebuerg ensures that if a Licensee falls within the legal scope of one of the EU- Certification Mark Regulations it does not allow Licensees to deviate from the relevant EU- Certification Mark Regulations.

13. Complaints

Complaints are covered by the Fairtrade Lëtzebuerg Complaints Policy.

14. Allegations

Allegations are covered by the Fairtrade Lëtzebuerg Allegations Policy.

15. Confidentiality

Complaints are covered by the Fairtrade Lëtzebuerg Complaints Policy.

16. Impartiality

All licensing activities shall be undertaken impartially and shall not allow commercial, financial or other pressures compromise impartiality. Please refer to the Fairtrade Lëtzebuerg Impartiality Policy.

All licensing staff must understand and declare in writing conflicts of interest, if any.

Fairtrade Lëtzebuerg refers to the Oversight Committee for resolution of cases of Impartiality or conflict of interests, when there is doubt or debate.

17. Staff Qualifications and Competencies

The following qualification criteria apply to Licensing staff.

Area	Criteria
Work experience	At least one year of work experience in a field related to the content of the standard being evaluated or in licensing of other schemes.
Fairtrade system training	Have received training on all relevant Fairtrade standards and policies from the licensing body.
Language skills	Is fluent in either French or German and has at least basic proficiency in the other languages. Proficiency in the second language shall improve gradually until there is substantial fluency.
Communication	Able to express ideas and concepts clearly; Able to express findings in written reports clearly and concisely.
	Able to communicate orally and in written form with business senior management and employees in order to elicit information relevant to licensing.

18. Staff Evaluation and Training

Fairtrade Lëtzebuerg shall verify that qualification criteria have been met prior to engaging an individual as licensing personnel, and shall periodically assess whether competency criteria have been met including periodic on-the-job evaluation. Fairtrade Lëtzebuerg organizes periodic training and calibration program of licensing personnel.

Where is it not possible to fill a position with a person with at least one year of relevant work experience, then Fairtrade Lëtzebuerg informs the Assurance Manager of Fairtrade International and requests a variation.

19. Language

Fairtrade Lëtzebuerg provides licensing services to operators in French and German.

20. Reporting to Fairtrade International

20.1. Information

The following information is sent to Fairtrade International periodically in the form and method defined by Fairtrade International:

- The names of all organisations to which Fairtrade Lëtzebuerg grants a license.
- A list of products to which Fairtrade Lëtzebuerg grants a license.
- The list of licensed products is obtained from the Fairtrade Product Registration System, Connect.
- All information regarding ingredient exceptions as required by the Exceptions Committee.
- All information regarding artwork exceptions granted including those granted by the Brand Integrity and Strategy Committee or by Fairtrade International for products sold in the Licensing Body's local market and as Cross Border Sales.
- All information regarding Fairtrade percentage composition exceptions granted.
- The summary of all Reconsiderations, Complaints and Allegations, and actions taken to resolve them.
- Impartiality reports, cases of Impartiality that occurred, risks to Impartiality and their mitigation,
- Annual sales figures.
- Any other information as required by the Agreement with Fairtrade International.

20.2. Quality System Documents

Fairtrade Lëtzebuerg keeps version of the following quality system documents and provides them to Fairtrade International upon request or when they have changed substantively including the rationale and summary of the changes.

Licensing Standard Operating Procedures:

- FL Licensing SOP

- FL Quality Management SOP
- FL Data Control SOP
- FL Document Control SOP
- FL Mark Control SOP
- Fairtrade Lëtzebuerg Allegations Policy
- Fairtrade Lëtzebuerg Complaints Policy
- Fairtrade Lëtzebuerg Confidentiality Policy
- Fairtrade Lëtzebuerg Impartiality Policy

All policies that regulate or have implications on how licensing is carried out.

- Fairtrade Lëtzebuerg Application Policy
- Fairtrade Lëtzebuerg Reporting & Product Approval Policy

All License Contract templates adapted to national legislations.

- Fairtrade Lëtzebuerg License Contract
- Fairtrade Lëtzebuerg License Contract Appendix Fairtrade ATCB Mark
- Fairtrade Lëtzebuerg License Contract Appendix Fairtrade FSI Mark
- Fairtrade Lëtzebuerg License Contract Appendix License Fees

Documents Referenced

Fairtrade Lëtzebuerg Application Policy

Fairtrade Lëtzebuerg Product Application and Reporting Policy

FL Quality Management SOP

FL Document and Record SOP

FL Fairtrade Mark Control SOP

FL Licensing Training SOP

21. Standard Compliance Marks

21.1. Climate Standard / Fairtrade Carbon Credit (FCC)

This section has additional processes that are specific to Fairtrade Carbon Credits.

FCC Producers and Authorised FCC Suppliers are certified by FLOCERT.

FCC Distributors and FCC End Buyers are verified by the relevant Fairtrade Licensing Body.

21.1.1. FCC Application

The general application process applies to Fairtrade Carbon Credits with the following variations.

Traders buy Fairtrade Carbon Credits from FCC producer organisations with a valid certification or through the FCC project facilitator and pay the Fairtrade Price and Premium. Fairtrade Lëtzebuerg signs an FCC Trader Contract with Traders which covers use of the FCC Lock Up and payment of the FCC License fee.

Fairtrade Lëtzebuerg signs an FCC End Buyer Contract with End Buyers of Fairtrade Carbon Credits who purchase over 1,000 carbon credits of any kind in a year.

FCC End Buyers who wish to make public communications regarding Fairtrade Carbon Credits but purchase less than 1,000 Fairtrade Carbon Credits a year sign a FCC Lock Up Only Contract with Fairtrade Lëtzebuerg.

If there are other traders between the Producer and the End Buyer that retire FCCs, then these Distributors sign an FCC Retirement Reporting Contract with Fairtrade Lëtzebuerg.

21.1.2. End Buyer Requirements

Fairtrade Lëtzebuerg verifies the following End Buyer requirements under the Climate Standard.

End Buyers must provide a Carbon emissions report which quantifies all carbon emissions they produce from all their business activities and operations. This report is based on GHG Protocol Corporate Standard, ISO 9004, Carbon Trust Standard or equivalent methodology.

End Buyers will provide a Carbon reduction plan which commits them to reducing their carbon emissions over time. The Carbon reduction plan is an appendix to the FCC End Buyer contract. End Buyers send copies and proofs of their carbon footprints, carbon reduction plans and evidence that these have been verified by an external body to Fairtrade Lëtzebuerg. Fairtrade Lëtzebuerg will check these documents are ask FLOCERT to check them.

In the third year of their certification End Buyers have their GHG emissions calculation and report verified by a third party that has expertise in GHG calculation verification.

In the third year of their certification End Buyers submit a Plan for buying increasing amounts of FCCs. Where FCCs are not available or supply is insufficient then Fairtrade Lëtzebuerg recommends that the End Buyer buys Gold Standard carbon credits.

End Buyers limit as much as possible the number of traders in your FCC supply chain and purchase FCCs as directly as possible from producer organisations.

The Fairtrade Lëtzebuerg End Buyer contract also covers the right to use the Fairtrade Carbon Credits Lock-up in promotional communications or artwork. Fairtrade Lëtzebuerg checks that all artwork complies with the "Partnership Lock Up and Communications Guidelines and that such approval is given before use.

21.1.3. FCC Reporting

FCC Retirements by FCC Traders, FCC Distributors and FCC End Buyers are reported in order to calculate the FCC License Fee.

FCC Distributors report the name of an FCC End Buyer only if:

- The FCC End Buyer asks the FCC Distributor to specify the number of FCCs retired on their behalf, OR
- The FCC Distributor retires more than 500 FCCs for an End Buyer in one retirement.

21.1.4. FCC Claims

If an FCC End Buyer wishes to communicate the percentage of Carbon Credits purchased as Fairtrade Carbon Credits, then the FCC End Buyer Contract gives consent to Fairtrade Lëtzebuerg to obtain information from the Registry to confirm the percentage, i.e. the total number of CCs retired by the end buyer in the relevant period.

All public communications regarding Fairtrade Carbon Credits by FCC End Buyers, FCC Distributors and Authorised FCC Suppliers are submitted to Fairtrade Lëtzebuerg before publication.

Fairtrade Lëtzebuerg verifies that:

- the use of the Standard Compliance Mark's lock-ups is associated with a Fairtrade Standard; and
- the proposed communication material complies with the requirements of the FAIRTRADE Mark Guidelines or any variation approved by Fairtrade International or the Brand Integrity and Strategy Committee.

Fairtrade Lëtzebuerg holds a review meeting at least once a year with each FCC End Buyer to review their Carbon Reduction Plan and Plan to Buy Increasing Amounts of FCCs.

21.2. Textile Standard

This section has additional processes that are specific to Fairtrade Textile Standard.

21.2.1. Textile Standard Claims

Fairtrade Lëtzebuerg verifies that:

- the use of the Standard Compliance Mark's lock-ups is associated with a Fairtrade Standard; and
- the proposed communication material complies with the requirements of the FAIRTRADE Mark Guidelines or any variation approved by Fairtrade International or the Brand Integrity and Strategy Committee.

22. Business Service Marks

Fairtrade Lëtzebuerg follows the procedures and principles approved by the Fairtrade International Board to engage with Organizations or Organizations' own schemes in relation to the use of the Business Service Marks.

Fairtrade Lëtzebuerg applies the 'Traffic Light Approach to New Partnerships with Corporate Sustainability Schemes' approved by the Fairtrade International Board in making decisions to engage with Organizations.

Fairtrade Lëtzebuerg applies the 'Content of a Fairtrade partnership' and 'No-go areas for partnerships' approved by the Fairtrade International Board.

Fairtrade Lëtzebuerg verifies proposed communication material complies with the requirements of the "Working with" or "Programmes" Mark guidelines or any variation provided by Fairtrade International and the Brand Integrity and Strategy Committee.

Fairtrade Lëtzebuerg verifies that the Business Services Marks are not used on-pack, other than the "Programmes" Mark used as promotion, as a free give-away, e.g. chocolate bar as give-away

Appendix 1 – Application Process

